

General Terms and Conditions of Sale

Clever Admin by Bornet Project Management Sàrl
Biel-Bienne · Switzerland · CHE-342.988.070
August 2026

General

Clever Admin is a trading name of Bornet Project Management Sàrl (CHE-342.988.070), a Swiss limited liability company based in Biel-Bienne, canton of Bern (hereinafter "Clever Admin").

These General Terms and Conditions of Sale (hereinafter the "GTCS") govern the contractual relationship between Clever Admin and its clients in connection with the provision of administrative and accounting support services. They apply to any engagement entered into with Clever Admin, unless otherwise agreed in writing and signed by both parties.

For any questions or communications relating to an engagement, the client may contact Clever Admin by email at: hello@cleveradmin.ch.

Article 1 – Purpose and Scope

These GTCS apply to all services offered by Clever Admin, whether one-off (ad hoc) engagements or recurring engagements (monthly packages). The GTCS are systematically attached to each quotation, offer or engagement agreement sent to the client. Acceptance of a quotation, offer or engagement agreement from Clever Admin constitutes full and unconditional acceptance of these GTCS.

These GTCS take precedence over any general purchasing terms and conditions of the client, unless expressly agreed otherwise in writing.

Article 2 – Definitions

In these GTCS, the following terms have the meanings set out below:

- "Service": any administrative, accounting or back-office support service provided by Clever Admin under an engagement.
- "Client": any individual or legal entity that has entered into or wishes to enter into an engagement agreement with Clever Admin.
- "Offer / Quotation": a written document (including by email) issued by Clever Admin describing the services, fees and terms of the engagement.
- "Package": a recurring monthly service with a scope and fee defined in the accepted offer.
- "Ad hoc engagement": a one-off service billed according to the time spent, at the hourly rate agreed in the offer.

Article 3 – Formation of the Contract

The GTCS are systematically attached to each quotation, offer or engagement agreement sent to the client, by email, during a meeting or by any other means of communication. The contract is formed by the client's written acceptance of the quotation, offer or engagement agreement, whether by signature, email confirmation or any other means allowing the agreement to be established

unambiguously. By accepting these documents, the client confirms that they have read these GTCS and accept them without reservation.

Any subsequent change to the scope or terms of the engagement shall be subject to a written agreement between the parties.

Article 4 – Nature of the Services

Clever Admin provides administrative and accounting support services to SMEs, self-employed individuals and start-ups. Its services include, in particular (non-exhaustive list): accounting data entry and follow-up, accounts receivable and payable management, preparation of VAT returns, assistance with year-end closing, as well as various administrative and back-office tasks.

Important: Clever Admin is neither an audit body nor a licensed fiduciary/accounting firm within the meaning of Swiss law. The accounting services provided are preparatory and support services; they do not constitute validation, certification or tax advice within the meaning of the law. For any legal obligation requiring the involvement of a licensed auditor or qualified fiduciary/accounting firm, the client remains responsible for appointing the appropriate professionals.

Article 5 – Fees and Invoicing

The applicable fees are those agreed in the offer, quotation or engagement agreement accepted by the client. Prices are stated in Swiss francs (CHF), excluding VAT. VAT at the statutory rate applicable at the time of invoicing is added to and charged separately on each invoice. Bornet Project Management Sàrl is registered for Swiss VAT (no. CHE-342.988.070 VAT).

For ad hoc engagements, invoicing is based on the actual time spent on the assignment, rounded up to the next quarter of an hour. All work related to the assignment (data entry, research, communications) is included in the billable time.

For monthly packages, invoices are issued at the end of the month for the month just ended, unless otherwise agreed in the offer.

Invoices are sent by email in PDF format to the address provided by the client. Clever Admin reserves the right to update its fees; any change will be communicated to the client with at least 30 days' notice.

Article 6 – Payment Terms

Invoices are payable within 30 days of their date of issue, by bank transfer to the bank details stated on the invoice.

If payment is not received by the due date, Clever Admin will send the client a first reminder free of charge, with no additional fees.

If payment is still not made within 10 days following the first reminder, a second reminder will be sent. Administrative fees of CHF 20.– per reminder will be charged from the second reminder onwards. Default interest of 5% per annum on the outstanding amount including VAT is also due automatically from the first day of delay, calculated pro rata according to the number of days elapsed (Art. 104 CO), without the need for prior notice of default.

If payment remains outstanding despite these reminders, Clever Admin will send a formal written notice of default with a final payment deadline of 10 days. Once this deadline has expired, Clever Admin reserves the right to initiate debt enforcement proceedings in accordance with the DEBA (Federal Act on Debt Enforcement and Bankruptcy).

Clever Admin also reserves the right to suspend the performance of ongoing services from the second reminder until all outstanding amounts have been paid in full.

Article 7 – Exceeding the Package

Where it is foreseeable that the monthly workload required for the proper performance of an engagement is likely to significantly exceed the scope of the agreed package, Clever Admin undertakes to inform the client in writing (by email) as soon as the excess is identified, and before carrying out any additional work.

The parties shall then agree on how the excess is to be handled: billing the excess at the applicable hourly rate as defined in the offer, a one-off or permanent adjustment of the package, or any other mutually agreed solution.

No amount exceeding the agreed package will be invoiced without the client's prior and explicit agreement. This rule also applies to unforeseen one-off work that would exceed the scope of the initial engagement.

Article 8 – Client Obligations

To enable Clever Admin to perform its services under the best possible conditions, the client undertakes to:

- Provide in good time all information, supporting documents and access (software, portals, email inboxes, etc.) necessary for the proper performance of the services.
- Ensure the accuracy, completeness and compliance with applicable requirements of the information and documents provided.
- Appoint a principal contact who is available and authorised to make decisions.
- Inform Clever Admin without delay of any change likely to affect the services (change in legal structure, accounting software, tax situation, etc.).

Clever Admin cannot be held liable for delays, errors or deficiencies resulting from missing, incomplete or incorrect documents provided by the client.

Article 9 – Confidentiality

Clever Admin undertakes to maintain the strictest confidentiality with regard to all information and all financial, commercial and personal data belonging to the client to which it has access in the course of performing its services.

This duty of confidentiality applies throughout the duration of the engagement and without any limitation in time after its termination. It extends to employees, subcontractors and any other person involved in performing the services.

Confidential information may only be disclosed to third parties where required by law or regulation, or with the client's express written consent.

Article 10 – Data Protection

In accordance with the Federal Act on Data Protection (revised FADP, in force since 1 September 2023), Clever Admin processes the personal data of the client and its employees exclusively to the extent necessary for the performance of the agreed services.

Personal data is not disclosed to third parties, except where required by law or with the client's express consent. Clever Admin applies appropriate technical and organisational measures to ensure its security.

The client, as the controller within the meaning of the FADP, warrants that the personal data it provides to Clever Admin has been collected and disclosed in accordance with applicable law.

Any request relating to the exercise of rights of access, rectification or deletion may be sent to Clever Admin by email at hello@cleveradmin.ch.

Article 11 – Liability and Limitations

Clever Admin exercises all due professional care and diligence necessary for the proper performance of its services. Its liability is limited to proven direct losses resulting from fault in the performance of the engagement.

Under no circumstances shall Clever Admin be liable for indirect losses, loss of profit, loss of data or consequential losses suffered by the client or third parties.

In accordance with Article 4 of these GTCS, final responsibility for the validity, legal compliance and accuracy of annual accounts, tax returns or any other document having legal significance lies with the client or its appointed fiduciary/accounting firm, and not with Clever Admin.

Clever Admin shall not be liable where incorrect, incomplete or late information has been provided by the client.

Article 12 – Intellectual Property

The working methods, tools, templates and processes developed by Clever Admin in the course of its activities constitute its exclusive intellectual property.

Deliverables produced specifically for the client as part of the engagement (documents, spreadsheets, reports, etc.) are provided to the client and become its property once the corresponding services have been paid for in full.

Article 13 – Term and Termination

Ad hoc engagements end upon completion of the agreed assignment or delivery of the deliverable defined in the offer.

Monthly packages are entered into without a minimum fixed term, unless expressly stated otherwise in the offer. They may be terminated by either party by giving 30 days' written notice to the end of a calendar month.

In the event of a serious and persistent breach of these GTCS by either party (in particular repeated non-payment or deliberate provision of incorrect information), the other party reserves the right to

terminate the contract with immediate effect, following a notice of default that remains unremedied for a period of 10 days.

At the end of the engagement, Clever Admin shall return to the client all documents and data belonging to it (original accounting documents, files provided, access to its delegated tools). Clever Admin shall revoke its own access to the client's systems and portals within 10 working days following the end of the engagement.

Clever Admin shall retain its own working files (service summaries, correspondence relating to the performance of the engagement, data-entry logs) for a minimum period of 10 years, as documentation of its services and in accordance with professional best practice.

Article 14 – Amendments to the GTCS

Clever Admin reserves the right to amend these GTCS at any time. Any amendment will be communicated to the client by email with 30 days' notice before it enters into force.

In the absence of written objection within this period, the new GTCS shall be deemed accepted. In the event of objection, the parties shall endeavour to find a mutually satisfactory solution; failing this, either party may terminate the contract in accordance with Article 13.

The version of the GTCS in force at the time the quotation, offer or engagement agreement is accepted shall govern the corresponding engagement.

Article 15 – Applicable Law and Place of Jurisdiction

These GTCS and the contracts concluded on their basis are governed exclusively by Swiss law.

In the event of a dispute concerning their interpretation or performance, the parties undertake first to seek an amicable solution. Failing agreement, the exclusive place of jurisdiction shall be Biel-Bienne (canton of Bern, Switzerland), subject to any appeal to the Swiss Federal Supreme Court.

In the event of any discrepancy between the language versions, the French version shall prevail.

Clever Admin by Borner Project Management Sàrl

Biel-Bienne · Switzerland · CHE-342.988.070
hello@cleveradmin.ch · www.cleveradmin.ch